

IN THE CIRCUIT COURT FOR
BALTIMORE CITY, MARYLAND

BENJAMIN SINGER
18709 Frederick Road
Parkton, Maryland 21120

Plaintiff,

vs

Case No. _____

CPUS BREWERS HILL, LP
515 S. Flower Street
Suite 3100
Los Angeles, California 90071

SERVE ON:

The Corporation Trust Incorporated
2405 York Road, Suite 201
Lutherville, Maryland 21093

And

AVENUE5 RESIDENTIAL, LLC
605 5th Avenue
Suite 100
Seattle, Washington 98104

SERVE ON:

Registered Agent Solutions, Inc.
8007 Baileys Lane
Pasadena, Maryland 21122

Defendants.

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, Benjamin Singer, by his undersigned counsel,
hereby files this Complaint against PCUS Brewers Hill, LP, and
Avenue5 Residential, LLC, Defendants herein, and alleges as
follows:

I. JURISDICTION AND VENUE

1. Plaintiff invokes the jurisdiction of this Court pursuant to Md. Code Ann., Cts. and Jud. Proc. Article, §§ 6-101 et seq.

2. Venue is proper in this Court pursuant to Md. Code Ann., Cts. & Jud. Proc. Article, §§ 6-201 and 6-202.

3. The amount in controversy herein exceeds the sum of \$30,000.00, exclusive of interest and costs.

II. PARTIES

4. Benjamin Singer ("Singer") is a citizen of the State of Maryland with a residence in Baltimore County at 18709 Frederick Road, Parkton, Maryland 21130. At all times relevant to this Complaint, Singer resided at the property known as 3700 Toone Street, Apartment 2502, Baltimore, Maryland 21224.

5. CPUS Brewers Hill, LP ("CPUS") is a limited partnership formed in the State of Delaware with its principal place of business located at 515 S. Flower Street, Suite 3100, Los Angeles, California 90071. At all times relevant to this Complaint, CPUS was the owner of the apartment complex known as The Porter Brewers Hill located at 3700 Toone Street, Baltimore, Maryland 21224.

6. Avenue5 Residential, LLC ("AR") is a Delaware based business with its principal place of business located at 605 5th Avenue, Suite 100, Seattle, Washington 98104. At all times relevant to this Complaint, AR managed and/or maintained The Porter Brewers Hill located at 3700 Toone Street, Baltimore, Maryland 21224. Upon

information and belief, AR acted as the agent and/or servant of CPUS, subject to its direction and control, and for CPUS's financial benefit.

III. FACTS

7. On or about July 22, 2020, Singer exited his residence located at 3700 Toone Street, Apartment 2502, Baltimore, Maryland 21224 ("Premises") which was part of the apartment complex known as The Porter Brewers Hill and began walking down the interior stairwell towards the exit of the Premises.

8. As Singer was descending the interior stairwell, he slipped on liquid which had accumulated on the stairs in the stairwell causing him to fall to the ground and sustain profound and painful injuries to his shoulder, neck, back, arms, and body. As a result of the injuries sustained, Singer was forced to incur substantial medical bills and miss time from work. As of the date of the filing of this Complaint, Singer is still experiencing pain and discomfort as a result of the injuries he sustained on July 22, 2020 and may be in need of future medical care.

9. At all times prior to his fall, Singer maintained a proper and vigilant outlook as he descended the stairs and his actions in no way contributed to his fall. To the contrary, Singer's injuries were solely the result of the unreasonable acts and omissions of Defendants, CPUS and/or AR.

10. Prior to this accident, CPUS and/or AR knew or should have known that water and/or a wet substance had accumulated on the stairs located in the interior stairwell where Singer fell. Notwithstanding said knowledge and notice, CPUS and/or AR failed to take reasonable actions to prevent and/or cure the hazardous conditions which they knew or should have known could result in injuries to residents and invitees. Additionally, CPUS and/or AR failed to provide any sort of meaningful warning to Singer, or others on the premises, of the dangerous condition located on the Premises at the time of his fall.

COUNT I
(Negligence - CPUS)

11. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-10.

12. CPUS, at all times material to this Complaint, was the owner of the apartment complex known as The Porter Brewers Hill which includes the property known as 3700 Toone Street, Apartment 2502, Baltimore, Maryland 21224. As such, CPUS owed a duty to Singer, and all invitees who were lawfully on the premises, to (1) ensure the Premises was free from dangerous conditions which could cause residents, and invitees lawfully on the Premises, to sustain injury; (2) provide safe walkways on the Premises free from the dangerous accumulation of water and/or wet substances on the stairs located on the interior stairwell; (3) warn Plaintiff, and all

other invitees lawfully on the premises, of the dangerous condition of the stairwell.

13. On or about July 22, 2020, CPUS breached the duties of care it owed to Singer by failing to (1) take reasonable actions to ensure that the stairs on the Premises were free from the dangerous accumulation of water and/or a wet substance; and (2) warn Singer, and other invitees lawfully on the premises, of the aforementioned dangerous conditions of which it knew or should have known existed as of the time of Singer's fall.

14. As a result of CPUS's breaches of the duties of care owed to Singer, Singer sustained substantial damages.

WHEREFORE, Plaintiff, Benjamin Singer, prays that the Court enter judgment in his favor and against Defendant, CPUS Brewers Hill, LP, for compensatory damages in excess of \$75,000.00, with the exact amount to be determined at trial, plus pre-judgment interest, costs, and such other and further relief as justice may require.

COUNT II
(Negligence - AR)

15. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-13.

16. AR, at all times material to this Complaint, was responsible for the upkeep and maintenance of the apartment complex known as The Porter Brewers Hill which includes the property known

as 3700 Toone Street, Apartment 2502, Baltimore, Maryland 21224. As such, AR owed a duty to Singer, and all invitees who were lawfully on the premises, to (1) ensure the Premises was free from dangerous conditions which could cause residents, and invitees lawfully on the Premises, to sustain injury; (2) provide safe walkways on the Premises free from the dangerous accumulation of water and/or wet substances on the stairs located on the interior stairwell; (3) warn Plaintiff, and all other invitees lawfully on the premises, of the dangerous condition of the stairwell.

17. On about July 22, 2020, AR breached the duties of care it owed to Singer by failing to (1) take reasonable actions to ensure that the stairs on the Premises were free from the dangerous accumulation of water and/or a wet substance; and (2) warn Singer, and other invitees lawfully on the premises, of the aforementioned dangerous conditions of which it knew or should have known existed as of the time of Singer's fall.

18. As a result of AR's breaches of the duties of care owed to Singer, Singer sustained substantial damages.

WHEREFORE, Plaintiff, Benjamin Singer, prays that the Court enter judgment in his favor and against Defendant, Avenue5 Residential, LLC, for compensatory damages in excess of \$75,000.00, with the exact amount to be determined at trial, plus pre-judgment interest, costs, and such other and further relief as justice may require.

COUNT III
(Negligence - All Defendants)

19. Plaintiff hereby incorporates by reference the allegations contained in paragraphs 1-18.

20. AR, the entities responsible for the maintenance and upkeep of the apartment complex known as The Porter Brewers Hill which includes the property known as 3700 Toone Street, Apartment 2502, Baltimore, Maryland 21224, at all times relevant to this Complaint was acting as the agent and/or servant of CPUS, subject to the control and direction of CPUS, and for the financial benefit of CPUS. As such, CPUS and AR owed a duty to Singer, and all invitees who were lawfully on the premises, to (1) ensure the Premises was free from dangerous conditions which could cause residents, and invitees lawfully on the Premises, to sustain injury; (2) provide safe walkways on the Premises free from the dangerous accumulation of water and/or wet substances on the stairs located on the interior stairwell; (3) warn Plaintiff, and all other invitees lawfully on the premises, of the dangerous condition of the stairwell.

21. On or about July 22, 2020, CPUS, by and through the acts and omissions of its agent, servant, and/or employee, AR, breached the duties of care they owed to Singer by failing to (1) take reasonable actions to ensure that the stairs on the Premises were free from the dangerous accumulation of water and/or a wet

substance; and (2) warn Singer, and other invitees lawfully on the premises, of the aforementioned dangerous conditions of which they knew or should have known existed as of the time of Singer's fall.

22. As a result of CPUS's and AR's breaches of the duties of care owed to Singer, Singer sustained substantial damages.

WHEREFORE, Plaintiff, Benjamin Singer, prays that the Court enter judgment in his favor and against Defendants, CPUS Brewers Hill, LP and Avenue5 Residential, LLC, jointly and severally, for compensatory damages in excess of \$75,000.00, with the exact amount to be determined at trial, plus pre-judgment interest, costs, and such other and further relief as justice may require.

Respectfully submitted,



Thomas C. Costello, #9412430142

Matthew T. Holley, #1306190131

tcc@costellolawgroup.com

mth@costellolawgroup.com

Costello Law Group

409 Washington Avenue, Suite 410

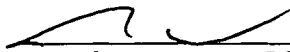
Towson, Maryland 21204

(410) 832-8800

Attorneys for Plaintiff,
Benjamin Singer

JURY TRIAL DEMANDED

Plaintiffs hereby demand and request that all claims, actions and causes of action set forth herein be tried before a jury.



Matthew T. Holley